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POWERSOURCE LLC

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

SOUTHERN DIVISION

KARMA AUTOMOTIVE LLC,

Plaintiff,

-vs-

POWERSOURCE LLC AND DOES 1-20 INCLUSIVE.

Defendants.

Case No.: 8:16-CV-00530-TJH (MRWx)

POWERSOURCE LLC'S FIRST AMENDED ANSWER TO FIRST AMENDED COMPLAINT

POWERSOURCE LLC DEMANDS A JURY TRIAL

Defendant POWERSOURCE LLC (also referred to as "defendant") answers the First Amended Complaint of KARMA AUTOMOTIVE LLC ("KARMA") as follows:

1. Answering Paragraph 1 of the First Amended Complaint, defendant POWERSOURCE is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in said paragraph, and on that basis, denies each and every allegation contained therein.
2. Answering Paragraph 2 of the First Amended Complaint, defendant POWERSOURCE is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in said paragraph, and on that basis, denies each and every allegation contained therein.
3. Answering Paragraph 3 of the First Amended Complaint, defendant POWERSOURCE LLC, denies each and every allegation contained therein except that POWERSOURCE LLC lacks sufficient information and belief as to the truth of the allegation that KARMA has over 20 registered and pending trademarks, as well as other trade dress, images and logos and as to those allegations, denies each and all of them on that basis.
4. Answering Paragraph 4 of the First Amended Complaint, defendant POWERSOURCE is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in said paragraph, and on that basis, denies each and every allegation contained therein.
5. Answering Paragraph 5 of the First Amended Complaint, defendant POWERSOURCE LLC, , denies each and every allegation contained therein specifically denies it engaged in any of the acts or omissions alleged in said paragraph and denies each and all allegations.
6. Answering Paragraph 6 of the First Amended Complaint, defendant POWERSOURCE LLC, denies each and every allegation contained therein

specifically denies it engaged in any of the acts or omissions alleged in said paragraph and denies each and allegations.

7. Answering Paragraph 7 of the First Amended Complaint, defendant POWERSOURCE is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in said paragraph, and on that basis, denies each and every allegation contained therein

8. POWERSOURCE LLC admits paragraph 8.

9. POWERSOURCE LLC admits paragraph 9.

10. Answering Paragraph 10 of the First Amended Complaint, defendant POWERSOURCE is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in said paragraph, and on that basis, denies each and every allegation contained therein.

11. POWERSOURCE LLC, in response to the allegations of paragraph 11 of the complaint, admits the allegations.

12. POWERSOURCE LLC, admits the allegations of paragraph 12.

13. POWERSOURCE LLC, in response to the allegations of paragraph 13 of the First Amended Complaint, denies that Karma has suffered any harm or that the events it alleges have occurred have in fact occurred, but admits that venue of the allegations is proper in the Central District of California.

14. POWERSOURCE LLC, in response to the allegations of paragraph 14 of the First Amended Complaint, states it lacks sufficient information and belief as to the truth of the allegations and on that basis, denies those allegations.

15. POWERSOURCE LLC, in response to the allegations of paragraph 15 of the First Amended Complaint, states it lacks sufficient information and belief as to the truth of the allegations and on that basis, denies those allegations.

16. POWERSOURCE LLC, in response to the allegations of paragraph 16 of the First Amended Complaint, states it lacks sufficient information and belief as to

the truth of the allegations and on that basis, denies those allegations.

17. POWERSOURCE LLC, in response to the allegations of paragraph 17 of the First Amended Complaint, states it lacks sufficient information and belief as to the truth of the allegations and on that basis, denies those allegations.

18. POWERSOURCE LLC, in response to the allegations of paragraph 18 of the First Amended Complaint, states it lacks sufficient information and belief as to the truth of the allegations and on that basis, denies those allegations.

19. POWERSOURCE LLC, in response to the allegations of paragraph 19 of the First Amended Complaint, states it lacks sufficient information and belief as to the truth of the allegations and on that basis, denies those allegations.

20. POWERSOURCE LLC, in response to the allegations of paragraph 20 of the First Amended Complaint, states it lacks sufficient information and belief as to the truth of the allegations and on that basis, denies those allegations.

21. POWERSOURCE LLC, in response to the allegations of paragraph 21 of the First Amended Complaint, states it lacks sufficient information and belief as to the truth of the allegations and on that basis, denies those allegations.

22. POWERSOURCE LLC, in response to the allegations of paragraph 22 of the First Amended Complaint, states it lacks sufficient information and belief as to the truth of the allegations and on that basis, denies those allegations.

23. POWERSOURCE LLC, in response to the allegations of paragraph 23 of the First Amended Complaint, states it lacks sufficient information and belief as to the truth of the allegations and on that basis, denies those allegations

24. POWERSOURCE LLC, in response to the allegations of paragraph 24 of the First Amended Complaint, states it lacks sufficient information and belief as to the truth of the allegations and on that basis, denies those allegations

25. POWERSOURCE LLC, in response to the allegations of paragraph 25 of the First Amended Complaint, states it lacks sufficient information and belief as to

the truth of the allegations and on that basis, denies those allegations.

26. POWERSOURCE LLC, in response to the allegations of paragraph 26. admits it sells products related to the 2012 Fisker Karma, otherwise denies the allegations.

27. POWERSOURCE LLC admits the allegations of paragraph 27.

28. POWERSOURCE LLC, in response to the allegations of paragraph 28, denies the allegations except POWERSOURCE LLC admits it operates the web site and the web site does contain the phrase "Unleash Your Fisker Karma" and Exhibit 2 is a photo of the web site.

29. POWERSOURCE LLC in response to the allegations of paragraph 29 of the First Amended Complaint denies the allegations.

30. POWERSOURCE LLC in response to the allegations of paragraph 30 of the First Amended Complaint denies the allegations.

31. POWERSOURCE LLC, in response to the allegations of paragraph 31 of the First Amended Complaint, denies the allegations.

32. POWERSOURCE LLC admits the allegations of paragraph 32.

33. POWERSOURCE LLC, in response to the allegations of paragraph 33 admits that KARMA sent what it called a cease and desist letter and that it replied but denies each and all the other allegations.

34. POWERSOURCE LLC, in response to the allegations of paragraph 34 admits that Balan was previously employed at Karma and that he signed a Confidentiality Agreement, and he is an agent of POWRSOURCE LLC but denies the paragraph accurately states the contents of the Confidentiality Agreement and denies it has any validity or that it is effective and except for those allegations expressly admitted, denies all allegations in this paragraph 34.

35. POWERSOURCE LLC, in response to the allegations of paragraph 35 admits that BALAN worked on projects at KARMA and as to the remainder of the

allegations denies each, every and all of them.

36.POWERSOURCE LLC, in response to the allegations of paragraph 36 of the First Amended Complaint, admits only that it developed the "TOM" unit and as to the remainder of the allegations denies each, every and all of them.

37. POWERSOURCE LLC, in response to the allegations of paragraph 37 of the First Amended Complaint, denies the allegations.

38.POWERSOURCE LLC, in response to the allegations of paragraph 38 of the First Amended Complaint, denies the allegations, except only it admits that its web site states the matter described at p. 10:6-9 "" Why didn't Fisker Karma…""

39.POWERSOURCE LLC, in response to the allegations of paragraph 39 of the First Amended Complaint, states it lacks sufficient information and belief as to the truth of the allegations and on that basis, denies those allegations.

40.POWERSOURCE LLC, in response to the allegations of paragraph 40 of the First Amended Complaint, denies the allegations.

41.POWERSOURCE LLC, in response to the allegations of paragraph 41 of the First Amended Complaint, denies the allegations.

42.POWERSOURCE LLC, in response to the allegations of paragraph 42 of the First Amended Complaint, denies the allegations.

43.POWERSOURCE LLC, in response to the allegations of paragraph 43 of the First Amended Complaint, states it lacks sufficient information and belief as to the truth of the allegations and on that basis, denies those allegations.

44.POWERSOURCE LLC, in response to the allegations of paragraph 44 of the First Amended Complaint, denies the allegations.

45.POWERSOURCE LLC, in response to the allegations of paragraph 45 of the First Amended Complaint, denies the allegations.

46.POWERSOURCE LLC, in response to the allegations of paragraph 46 of the

First Amended Complaint, denies the allegations.

47. POWERSOURCE LLC, in response to the allegations of paragraph 47 of the First Amended Complaint, denies the allegations.

48. POWERSOURCE LLC, in response to the allegations of paragraph 48 of the First Amended Complaint, denies the allegations.

49. POWERSOURCE LLC, in response to the allegations of paragraph 49 of the First Amended Complaint, states it lacks sufficient information and belief as to the truth of the allegations and on that basis, denies those allegations

50. POWERSOURCE LLC, in response to the allegations of paragraph 50 of the First Amended Complaint, states it lacks sufficient information and belief as to the truth of the allegations and on that basis, denies those allegations

51. POWERSOURCE LLC, in response to the allegations of paragraph 51 of the First Amended Complaint, states it lacks sufficient information and belief as to the truth of the allegations and on that basis, denies those allegations

52. POWERSOURCE LLC, in response to the allegations of paragraph 52 of the First Amended Complaint, denies the allegations.

53. POWERSOURCE LLC, in response to the allegations of paragraph 53 of the First Amended Complaint, denies the allegations.

54. POWERSOURCE LLC, in response to the allegations of paragraph 54 of the First Amended Complaint, states it lacks sufficient information and belief as to the truth of the allegations and on that basis, denies those allegations

55. POWERSOURCE LLC, in response to the allegations of paragraph 55 of the First Amended Complaint, denies the allegations.

56. POWERSOURCE LLC, in response to the allegations of paragraph 56 of the First Amended Complaint, denies the allegations.

57. POWERSOURCE LLC, in response to the allegations of paragraph 57 of the First Amended Complaint, denies the allegations.

58. POWERSOURCE LLC, in response to the allegations of paragraph 58 of the First Amended Complaint, denies the allegations.

59. POWERSOURCE LLC, in response to the allegations of paragraph 59 of the First Amended Complaint, denies the allegations.

60. POWERSOURCE LLC, in response to the allegations of paragraph 60 of the First Amended Complaint, denies the allegations.

61. POWERSOURCE LLC, in response to the allegations of paragraph 61 of the First Amended Complaint, denies the allegations.

62. POWERSOURCE LLC, in response to the allegations of paragraph 62 of the First Amended Complaint, denies the allegations.

63. POWERSOURCE LLC, in response to the allegations of paragraph 63 of the First Amended Complaint, denies the allegations.

64. POWERSOURCE LLC, in response to the allegations of paragraph 64 of the First Amended Complaint, denies the allegations.

65. POWERSOURCE LLC, in response to the allegations of paragraph 65 of the First Amended Complaint, denies the allegations.

66. POWERSOURCE LLC, in response to the allegations of paragraph 66 of the First Amended Complaint, denies the allegations.

67. POWERSOURCE LLC, in response to the allegations of paragraph 67 of the First Amended Complaint, denies the allegations.

68. POWERSOURCE LLC, in response to the allegations of paragraph 68 of the First Amended Complaint, denies the allegations.

69. POWERSOURCE LLC, in response to the allegations of paragraph 69 of the First Amended Complaint, denies the allegations.

70. POWERSOURCE LLC, in response to the allegations of paragraph 70 of the First Amended Complaint, denies the allegations.

71. POWERSOURCE LLC, in response to the allegations of paragraph 71 of the

First Amended Complaint, denies the allegations.

72. POWERSOURCE LLC, in response to the allegations of paragraph 72 of the First Amended Complaint, denies the allegations.

73. POWERSOURCE LLC, in response to the allegations of paragraph 73 of the First Amended Complaint, denies the allegations.

74. POWERSOURCE LLC, in response to the allegations of paragraph 74 of the First Amended Complaint, denies the allegations.

75. POWERSOURCE LLC, in response to the allegations of paragraph 75 of the First Amended Complaint, denies the allegations.

76. POWERSOURCE LLC, in response to the allegations of paragraph 76 of the First Amended Complaint, denies the allegations.

77. POWERSOURCE LLC, in response to the allegations of paragraph 77 of the First Amended Complaint, denies the allegations.

78. POWERSOURCE LLC, in response to the allegations of paragraph 78 of the First Amended Complaint, denies the allegations.

79. POWERSOURCE LLC, in response to the allegations of paragraph 79 of the First Amended Complaint, states it lacks sufficient information and belief as to the truth of the allegations and on that basis, denies those allegations.

80. POWERSOURCE LLC, in response to the allegations of paragraph 80 of the First Amended Complaint, states it lacks sufficient information and belief as to the truth of the allegations and on that basis, denies those allegations.

81. POWERSOURCE LLC, in response to the allegations of paragraph 81 of the First Amended Complaint, denies the allegations.

82. POWERSOURCE LLC, in response to the allegations of paragraph 82 of the First Amended Complaint, denies the allegations.

83. POWERSOURCE LLC, in response to the allegations of paragraph 83 of the First Amended Complaint, denies the allegations.

84. POWERSOURCE LLC, in response to the allegations of paragraph 84 of the First Amended Complaint, denies the allegations.

85. POWERSOURCE LLC, in response to the allegations of paragraph 85 of the First Amended Complaint, denies the allegations.

86. POWERSOURCE LLC, in response to the allegations of paragraph 86 of the First Amended Complaint, denies the allegations.

87. POWERSOURCE LLC, in response to the allegations of paragraph 87 of the First Amended Complaint, denies the allegations.

88. POWERSOURCE LLC, in response to the allegations of paragraph 88 of the First Amended Complaint, denies the allegations.

89. POWERSOURCE LLC, in response to the allegations of paragraph 89 of the First Amended Complaint, denies the allegations.

90. POWERSOURCE LLC, in response to the allegations of paragraph 90 of the First Amended Complaint, denies the allegations.

91. POWERSOURCE LLC, in response to the allegations of paragraph 91 of the First Amended Complaint, denies the allegations.

92. POWERSOURCE LLC, in response to the allegations of paragraph 92 of the First Amended Complaint, denies the allegations.

93. POWERSOURCE LLC, in response to the allegations of paragraph 93 of the First Amended Complaint, denies the allegations.

94. POWERSOURCE LLC, in response to the allegations of paragraph 94 of the First Amended Complaint, denies the allegations.

95. POWERSOURCE LLC, in response to the allegations of paragraph 95 of the First Amended Complaint, denies the allegations.

96. POWERSOURCE LLC, in response to the allegations of paragraph 96 of the First Amended Complaint, denies the allegations.

97. POWERSOURCE LLC, in response to the allegations of paragraph 97 of the

First Amended Complaint, denies the allegations.

98.POWERSOURCE LLC, in response to the allegations of paragraph 98 of the First Amended Complaint, denies the allegations.

99. POWERSOURCE LLC, in response to the allegations of paragraph 99 of the First Amended Complaint, denies the allegations.

100. POWERSOURCE LLC, in response to the allegations of paragraph 100 of the First Amended Complaint, denies the allegations.

101. POWERSOURCE LLC, in response to the allegations of paragraph 101of the First Amended Complaint, denies the allegations.

102. POWERSOURCE LLC, in response to the allegations of paragraph 102 of the First Amended Complaint, denies the allegations.

103. POWERSOURCE LLC, in response to the allegations of paragraph 103 of the First Amended Complaint, denies the allegations.

104. POWERSOURCE LLC, in response to the allegations of paragraph 104 of the First Amended Complaint, denies the allegations.

105. POWERSOURCE LLC, in response to the allegations of paragraph 105 of the First Amended Complaint, denies the allegations.

106. POWERSOURCE LLC, in response to the allegations of paragraph 106 of the First Amended Complaint, denies the allegations.

107. POWERSOURCE LLC, in response to the allegations of paragraph 107 of the First Amended Complaint, denies the allegations.

108. POWERSOURCE LLC, in response to the allegations of paragraph 108 of the First Amended Complaint, denies the allegations.

109. POWERSOURCE LLC, in response to the allegations of paragraph 109 of the First Amended Complaint, denies the allegations.

110. POWERSOURCE LLC, in response to the allegations of paragraph 110 of the First Amended Complaint, states it lacks sufficient information and belief as

to the truth of the allegations and on that basis, denies those allegations.

111. POWERSOURCE LLC, in response to the allegations of paragraph 111 of the First Amended Complaint, denies the allegations.

112. POWERSOURCE LLC, in response to the allegations of paragraph 112 of the First Amended Complaint, denies the allegations.

113. POWERSOURCE LLC, in response to the allegations of paragraph 113 of the First Amended Complaint, denies the allegations.

114. POWERSOURCE LLC, in response to the allegations of paragraph 114 of the First Amended Complaint, denies the allegations.

115. POWERSOURCE LLC, in response to the allegations of paragraph 115 of the First Amended Complaint, denies the allegations.

116. POWERSOURCE LLC, in response to the allegations of paragraph 116 of the First Amended Complaint, denies the allegations.

117. POWERSOURCE LLC, in response to the allegations of paragraph 117 of the First Amended Complaint, denies the allegations, except POWERSOURCE admits that KARMA is attempting to plead a "cause of action" for conversation, but denies KARMA asserts any true facts in support of said "cause of action."

118. POWERSOURCE LLC, in response to the allegations of paragraph 118 of the First Amended Complaint, denies the allegations.

119. POWERSOURCE LLC, in response to the allegations of paragraph 119 of the First Amended Complaint, denies the allegations.

120. POWERSOURCE LLC, in response to the allegations of paragraph 120 of the First Amended Complaint, denies the allegations.

121. POWERSOURCE LLC, in response to the allegations of paragraph 121 of the First Amended Complaint, denies the allegations.

122. POWERSOURCE LLC, in response to the allegations of paragraph 122 of the First Amended Complaint, denies the allegations.

123. POWERSOURCE LLC, in response to the allegations of paragraph 123 of the First Amended Complaint, denies the allegations.

124. POWERSOURCE LLC, in response to the allegations of paragraph 124 of the First Amended Complaint, denies the allegations.

125. POWERSOURCE LLC, in response to the allegations of paragraph 125 of the First Amended Complaint, denies the allegations.

126. POWERSOURCE LLC, in response to the allegations of paragraph 126 of the First Amended Complaint, denies the allegations.

127. POWERSOURCE LLC, in response to the allegations of paragraph 127 of the First Amended Complaint, denies the allegations.

128. POWERSOURCE LLC, in response to the allegations of paragraph 128 of the First Amended Complaint, denies the allegations.

129. POWERSOURCE LLC, in response to the allegations of paragraph 129 of the First Amended Complaint, denies the allegations.

130. POWERSOURCE LLC, in response to the allegations of paragraph 130 of the First Amended Complaint, denies the allegations.

131. POWERSOURCE LLC, in response to the allegations of paragraph 131 of the First Amended Complaint, denies the allegations.

132. POWERSOURCE LLC, in response to the allegations of paragraph 132 of the First Amended Complaint, denies the allegations.

133. POWERSOURCE LLC, in response to the allegations of paragraph 133 of the First Amended Complaint, denies the allegations.

134. POWERSOURCE LLC, in response to the allegations of paragraph 134 of the First Amended Complaint, denies the allegations.

135. POWERSOURCE LLC, in response to the allegations of paragraph 135 of the First Amended Complaint, denies the allegations.

136. POWERSOURCE LLC, in response to the allegations of paragraph 136 of

the First Amended Complaint, denies the allegations.

137. POWERSOURCE LLC, in response to the allegations of paragraph 137 of the First Amended Complaint, denies the allegations.

138. POWERSOURCE LLC, in response to the allegations of paragraph 138 of the First Amended Complaint, denies the allegations.

139. POWERSOURCE LLC, in response to the allegations of paragraph 139 of the First Amended Complaint, denies the allegations.

140. POWERSOURCE LLC, in response to the allegations of paragraph 140 of the First Amended Complaint, denies the allegations.

141. POWERSOURCE LLC, in response to the allegations of paragraph 141 of the First Amended Complaint, denies the allegations.

142. POWERSOURCE LLC, in response to the allegations of paragraph 142 of the First Amended Complaint, denies the allegations.

143. POWERSOURCE LLC, in response to the allegations of paragraph 143 of the First Amended Complaint, denies the allegations.

144. POWERSOURCE LLC, in response to the allegations of paragraph 144 of the First Amended Complaint, denies the allegations.

145. POWERSOURCE LLC, in response to the allegations of paragraph 145 of the First Amended Complaint, denies the allegations.

146. POWERSOURCE LLC, in response to the allegations of paragraph 146 of the First Amended Complaint, denies the allegations.

147. POWERSOURCE LLC, in response to the allegations of paragraph 147 of the First Amended Complaint, denies the allegations.

148. POWERSOURCE LLC, in response to the allegations of paragraph 148 of the First Amended Complaint, denies the allegations.

149. POWERSOURCE LLC, in response to the allegations of paragraph 149 of the First Amended Complaint, denies the allegations.

150. POWERSOURCE LLC, in response to the allegations of paragraph 150 of the First Amended Complaint, denies the allegations.

151. POWERSOURCE LLC in response to the allegations of paragraph 151 of the complaint lacks sufficient information and belief as to the truth of the allegations contained in said paragraph and on that basis, denies each and every allegation contained therein.

152. POWERSOURCE LLC in response to the allegations of paragraph 152 of the complaint lacks sufficient information and belief as to the truth of the allegations contained in said paragraph and on that basis, denies each and every allegation contained therein.

153. POWERSOURCE LLC in response to the allegations of paragraph 153 of the complaint lacks sufficient information and belief as to the truth of the allegations contained in said paragraph and on that basis, denies each and every allegation contained therein.

154. POWERSOURCE LLC in response to the allegations of paragraph 154 of the complaint lacks sufficient information and belief as to the truth of the allegations contained in said paragraph and on that basis, denies each and every allegation contained therein.

155. POWERSOURCE LLC in response to the allegations of paragraph 155 of the complaint lacks sufficient information and belief as to the truth of the allegations contained in said paragraph and on that basis, denies each and every allegation contained therein.

156. POWERSOURCE LLC in response to the allegations of paragraph 156 of the complaint lacks sufficient information and belief as to the truth of the allegations contained in said paragraph and on that basis, denies each and every allegation contained therein.

157. POWERSOURCE LLC in response to the allegations of paragraph 157 of the

complaint lacks sufficient information and belief as to the truth of the allegations contained in said paragraph and on that basis, denies each and every allegation contained therein.

158. POWERSOURCE LLC, in response to the allegations of paragraph 158 of the First Amended Complaint, denies the allegations.

159. POWERSOURCE LLC, in response to the allegations of paragraph 159 of the First Amended Complaint, denies the allegations.

160. POWERSOURCE LLC, in response to the allegations of paragraph 160 of the First Amended Complaint, denies the allegations.

161. POWERSOURCE LLC, in response to the allegations of paragraph 161 of the First Amended Complaint, denies the allegations.

162. POWERSOURCE LLC, in response to the allegations of paragraph 162 of the First Amended Complaint, states it lacks sufficient information and belief as to the truth of the allegations and on that basis, denies those allegations. To the extent, if any, this paragraph can be read as making allegations as to and/or against POWERSOURCE LLC all such allegations are denied.

163. POWERSOURCE LLC, in response to the allegations of paragraph 163 of the First Amended Complaint, denies the allegations.

164. POWERSOURCE LLC, in response to the allegations of paragraph 164 of the First Amended Complaint, denies the allegations.

165. POWERSOURCE LLC, in response to the allegations of paragraph 165 of the First Amended Complaint, denies the allegations.

166. POWERSOURCE LLC, in response to the allegations of paragraph 166 of the First Amended Complaint, denies the allegations.

FIRST AFFIRMATIVE DEFENSE

1. Plaintiff has unclean hands. Such unclean hands include, but are not limited to, KARMA is deliberately intending to prevent POWERSOURCE LLC from

communicating true facts to the public, which will protect the public and KARMA'S motivation in filing this lawsuit is to damage POWERSOURCE LCC and not to advance any legitimate interest KARMA believes it has.

SECOND AFFIRMATIVE DEFENSE

2. All conduct by Defendant POWERSOURCE LLC alleged in the complaint constitutes nominative use of any mark of KARMA. The Karma-Fisker 2012 and KARMA products is not readily identifiable without use of the marks, POWERSOURCE'S use was only so much as reasonably needed to identify the products, and nothing done by POWERSOURCE suggests sponsorship or endorsement by KARMA.

THIRD AFFIRMATIVE DEFENSE

3. KARMA has failed to mitigate its damages, if any there be, which is denied.

FOURTH AFFIRMATIVE DEFENSE

4. POWERSOURCE LLC has at all times acted in good faith and without wrongful intent with respect to the matters asserted in the Complaint.

FIFTH AFFIRMATIVE DEFENSE

5. All acts undertaken by POWERSOURCE LLC were privileged including, but not limited to, its use of information in the public domain, intentionally placed there by KARMA which formed the basis for statements and actions of POWERSOURCE LLC in relation to the BL 530 software update.

SIXTH AFFIRMATIVE DEFENSE

6. POWERSOURCE LLC is making only fair use of KARMA'S marks etc. POWERSOURCE is not using the term as a trademark, uses the term only to describe its goods and services, and uses the term fairly and in good faith."

SEVENTH AFFIRMATIVE DEFENSE

7. KARMA has acquiesced in POWERSOURCE LLC'S use of the trademarks as alleged in the complaint by, among other things, referring customers to

POWERSOURCE LLC, being fully cognizant of POWERSORUCE LLC'S website, and making no objection.

EIGHTH AFFIRMATIVE DEFENSE

8. There is no likelihood of confusion caused by any act or omission of POWERSOURCE LLC.

NINTH AFFIRMATIVE DEFENSE

9. POWERSOURCE'S use, if it is determined to be a use, of any of KARMA'S trademarks are the use of the name, term, or device otherwise than as a mark, and of POWERSOURCE'S individual name in his own business, or of a term or device which is descriptive of and used fairly and in good faith only to describe the goods or services of POWERSOURCE LLC and/or their geographic origin.

TENTH AFFIRMATIVE DEFENSE

10. KARMA is estopped from asserting the claims alleged because it not acting in good faith or to protect its interests but to damage POWERSOURCE LLC.

ELEVENTH AFFIRMATIVE DEFENSE

11. This is an exceptional case warranting an award of attorney's fees to POWERSOURCE LLC. This is true because the uses alleged are clearly a nominative use, have caused KARMA no damage and KARMA is aware that it has caused and will cause it no damage, the claims of alleged unauthorized use of and unlawful procurement of the BL530 Software is known to KARMA to be false, the real motive behind the suits is to damage POWERSOURCE LLC and prevent it from conveying true facts to the public which will protect the public and to damages POWERSOURCE LLC'S owner and retaliate against him for making very valid demands for payment of wages due to him from KARMA.

TWELFTH AFFIRMATIVE DEFENSE

12. KARMA has waived the claims it makes in this action.

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THIRTEENTH AFFIRMATIVE DEFENSE

Any recovery by KARMA, and POWERSOURCE denies any at all of any amount or any relief whatsoever is due, should be reduced by money owed to POWERSOURCE LLC by KARMA.

WHEREFORE DEFENDANT PRAYS JUDGMENT AS FOLLOWS:

1. That the complaint be dismissed with prejudice;
2. For costs of suit and attorney's fees;
3. For such other and/or further relief as is just and proper.

Dated: April 26, 2017

By ______________________________
DANIEL BERKO
Attorneys for Defendant,
POWERSOURCE LLC

Defendant POWERSOURCE LLC hereby demands a jury trial.

Dated: April 26, 2017

By ______________________________
DANIEL BERKO
Attorneys for Defendant,
POWERSOURCE LLC